

**RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT
LAVA HOT SPRINGS DIVING PLATFORMS**

In consideration of being permitted to use the Lava Hot Springs Foundation’s platform diving facilities (“Platforms”), I acknowledge and agree to the following:

1. I acknowledge I am aware of the inherent dangers, risk, and hazards of engaging in activities upon or from the Platforms that may result in serious bodily injury, including permanent injuries, or death to me or others.
2. I shall observe all basic safety rules in addition to stated and written policies related to Platform use including but not limited to:
 - a. Wear a tower wristband.
 - b. No more than two people at a time may jump from the same Platform and must jump at the exact same time. Do not hold hands when jumping.
 - c. No horseplay. Do not push or pressure others.
 - d. Wait for a clear signal from the lifeguard before jumping. Obey all staff instruction.
 - e. Ensure the landing area is clear before jumping.
3. I shall use prudence and extreme caution while on the Platforms.
4. I understand and agree I am expressly assuming all risk that I may be exposed to, or expose others to, as a result of my use of the Platforms, including the risk of injury to myself or others sustained through forces of nature, falling, slipping, drowning, and any accident or illness that may occur.
5. I hereby agree to indemnify and hold harmless the State of Idaho, its insurers, its elected officials, its employees, agents, and the Lava Hot Springs Foundation (collectively “State of Idaho”) from and against any and all liability, claims, damages, losses, expenses, actions, attorneys’ fees, and suits whatsoever caused by or arising out of their negligence, or any negligent or wrongful actions or omissions undertaken by me while using the Platforms.
6. I release and discharge the State of Idaho from liability for any injuries or property loss or damage I may sustain while using the Platforms. It is my express intent that this Agreement shall serve as a release, discharge and assumption of risk for my heirs, estate, executor, administrator, assignees, person representatives, and all members of my family.
7. This Agreement shall be governed by and construed under the laws of the State of Idaho.
8. If any part of this Agreement is declared invalid or becomes inoperative for any reason, such invalidity or failure shall not affect the validity and enforceability of any other provision of this Agreement.

THIS IS A LEGAL AGREEMENT. BY SIGNING THIS DOCUMENT, I AGREE TO BE BOUND BY THE TERMS EXPRESSED HEREIN. IF YOU ARE UNDER THE AGE OF 18, YOU MUST BE AT LEAST SEVEN (7) YEARS OF AGE AND HAVE THIS AGREEMENT SIGNED BY YOUR PARENT OR LEGAL GUARDIAN BEFORE USING PLATFORMS.

This release and waiver of liability shall be effective for seven (7) days or the period of _____ through _____.

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| Signature of Participant X |
| Printed Name of Participant |
| Participant Age |
| Today’s Date |

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| Signature of Parent or Legal Guardian X |
| Printed Name of Parent or Legal Guardian |
| Contact Phone Number of Parent or Legal Guardian |
| Today’s Date |